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Attorneys for Defendant  
KNOWLEDGESTORM, INC.

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA – SAN JOSE DIVISION

JASBIR GILL, MAHMOUD  
KEDKAD,

Plaintiffs,

v.

KNOWLEDGESTORM, INC., a  
corporation, DOES 1through 50,

Defendants.

Case No. C 07-04112 PVT

**JOINT CASE MANAGEMENT  
STATEMENT**

**Date: November 13, 2007**

**Time: 2:00 p.m.**

**Ctrm: 5, 4th floor**

TO THE UNITED STATES DISTRICT COURT FOR THE NORTHERN  
DISTRICT OF CALIFORNIA, SAN JOSE DIVISION:

Pursuant to Rule 26(f) of the Federal Rules of Civil Procedure and Local  
Rule 16-9, and this Court's August 9, 2007 Order setting the Initial Case  
Management Conference and ADR Deadlines, plaintiffs Jasbir Gill and Mahmoud  
Kedkad ("Plaintiffs") and defendant KnowledgeStorm, Inc. ("Defendant")  
(collectively the "Parties") submit the following Joint Case Management Statement:

1. Jurisdiction and Service:

The basis for the court's subject matter jurisdiction is under the provisions of 28 U.S.C. § 1332 because this is a civil action where the amount in controversy exceeds \$75,000, exclusive of interest and costs, and is between citizens of different states. The parties are unaware of any issues regarding personal jurisdiction or venue. No other parties remain to be served.

2. Facts and Allegations:

A. Plaintiff Jasbir Gill

Plaintiff Jasbir Gill ("Plaintiff Gill") is an East Indian female. Plaintiff Gill is a former employee of defendant KnowledgeStorm, Inc. ("Defendant"). She worked for Defendant from on or about October 12, 2006 until on or about April 13, 2007. Plaintiff Gill held the position of sales executive for the Western region. Plaintiff Gill reported directly to Joseph Brown, the Western region sales manager. Her employment with Defendant was at will.

During her employment, Plaintiff Gill claims that Mr. Brown harassed her because of her race. She also claims that she reported this harassment to management and that nothing was done. Defendant denies Plaintiff Gill's allegations of harassment and denies that Plaintiff Gill ever reported these allegations to anyone in management.

Plaintiff claims Defendant terminated her employment for complaining about racial harassment and refusing to commit "fraudulent acts including falsifying start dates and inflating proposals in an effort to defraud potential buyers" of the company. Defendant denies Plaintiff Gill's allegations of retaliation and wrongful termination. Defendant claims that it terminated Plaintiff Gill's employment for legitimate, nondiscriminatory reasons.

B. Plaintiff Mahmoud Kedkad

Plaintiff Mahmoud Kedkad ("Plaintiff Kedkad") is a Middle Eastern male. Plaintiff Kedkad is a current employee of Defendant. He began working for

1 Defendant on or December 6, 2006. Plaintiff Kedkad holds the position of sales  
2 executive for the Western region. Plaintiff Gill reported directly to Mr. Brown, but  
3 he now reports directly to Jim Canfield. His employment with Defendant is at will.

4 Plaintiff Kedkad claims that Mr. Brown has harassed him because of his race.  
5 Plaintiff Kedkad alleges that he has reported this harassment to management and  
6 that nothing has been done. Defendant denies Plaintiff Kedkad's allegations of  
7 harassment and retaliation, and denies that nothing has been done. Defendant  
8 claims that rather Plaintiff Kedkad has been the subject of harassment complaints  
9 by other employees.

10 3. Legal Issues:

11 The California Fair Employment and Housing Act (FEHA) generally  
12 prohibits an employer from harassing an employee because of his or her race.  
13 (Gov. Code, § 12940, subd. (j).) Plaintiffs contend that they were harassed because  
14 of their respective races under the FEHA. Defendant denies Plaintiffs' contentions.

15 The FEHA also generally prohibits an employer from discharging, expelling,  
16 or otherwise discriminating against employees because they oppose practices in  
17 violation of the FEHA, file a complaint, or testify or assist in a proceeding  
18 regarding a claim of discrimination. (Gov. Code, § 12940, subd. (h).) Plaintiffs  
19 contend that they were retaliated against because of their alleged complaints of  
20 harassment under the FEHA. Defendant denies Plaintiffs' contentions.

21 An employer cannot discharge an employee in violation of a public policy.  
22 (*Tameny v. Atlantic Richfield* (1980) 27 Cal.3d 167, 172.) Plaintiff Gill contends  
23 that she was terminated in violation of public policy for refusing to commit  
24 "fraudulent acts including falsifying start dates and inflating proposals in an effort  
25 to defraud potential buyers" of the company. Defendant denies Plaintiff Gill's  
26 contention.

1 4. Motions:

2 There are no prior or pending motions. Defendant anticipates filing several  
3 motions, including, but not limited to, motion to compel, motion for summary  
4 judgment or partial summary judgment, motion for severance, and motion for  
5 bifurcation of liability and damages.

6 5. Amendment of Pleadings:

7 The parties do not intend to amend their claims or defenses at this time. The  
8 parties propose the following deadline for amending the pleadings: February 1,  
9 2008.

10 6. Evidence Preservation:

11 The parties have taken steps to preserve evidence relevant to the issues  
12 reasonably evident in this action.

13 7. Disclosures:

14 On September 28, 2007, the parties timely exchanged their initial disclosures  
15 pursuant to Rule 26(a)(1).

16 8. Discovery:

17 On October 9, Defendant personally served Plaintiffs with Interrogatories  
18 and Request for Production of Documents. Plaintiffs' responses are presently due  
19 on November 8, 2007. Plaintiffs have not served Defendant with any written  
20 discovery.

21 The parties have not taken any depositions. However, they anticipate  
22 commencing the depositions of Plaintiffs by December 2007, and commencing the  
23 deposition of Defendant by January 2008. The parties anticipate commencing third  
24 party depositions by February 2008.

25 9. Class Actions:

26 Not applicable.  
27  
28

10. Related Cases:

The parties are unaware of any related cases. However, Defendant intends to file a motion for severance under FRCP 21 to create two separate actions: *Gill v. KnowledgeStorm, Inc.* and *Kedkad v. KnowledgeStorm, Inc.*

11. Relief:

Plaintiff Jasbir Gill: Economic loss of approximately \$15,000 to date plus \$250 per month ongoing wage los, general damages for emotional distress, punitive damages, and attorneys' fees according to proof at trial. Defendant denies that Plaintiff Gill has sustained any such damages.

Plaintiff Mahmoud Kedkad: General damages for emotional distress, punitive damages, and attorneys' fees according to proof at trial. Defendant denies that Plaintiff Kedkad has sustained any such damages.

12. Settlement and ADR:

The parties are agreeable to mediation within 90 days.

13. Consent to Magistrate Judge For All Purposes:

The parties consent to have the Honorable Patricia V. Trumbull, United States Magistrate Judge, conduct all further proceedings including trial and entry of judgment.

14. Other References:

No.

15. Narrowing of Issues:

The parties cannot agree to narrow any issues at this time. However, Defendant intends to file a motion for severance under FRCP 21 to create two separate actions: *Gill v. KnowledgeStorm, Inc.* and *Kedkad v. KnowledgeStorm, Inc.* Defendant also intends to file a motion for bifurcation of liability and damages.

16. Expedited Schedule:

No.

17. Scheduling:

Designation of Experts: Friday, April 4, 2008

Discovery Cutoff: Friday, May 2, 2008

Dispositive Motions: Tuesday, June 3, 2008, at 10:00 a.m.

Pretrial Conference: Tuesday, July 8, 2008, at 2:00 p.m.

Trial: Monday, August 4, 2008, at 9:30 a.m.

18. Trial:

The parties anticipate a jury trial with an expected length of 8 to 9 days. If the action is bifurcated, the parties anticipate jury trials with an expected length 5 to 6 days for Plaintiff Gill and 5 to 6 days for Plaintiff Kedkad.

19. Disclosures of Non-party Interested Entities or Persons:

Defendant filed its "Certification of Interested Entities or Persons" with the court. Defendant listed Jasbir Gill, Mahmoud Kedkad, and KnowledgeStorm, Inc. with direct, pecuniary interests in the outcome of this case.

20. Other Matters:

The parties are unaware of any such matters at this time.

Dated: November 5, 2007

LAMBERTO & KREGER

By: 

Brian S. Kreger  
Attorneys for Plaintiffs  
JASBIR GILL AND  
MAHMOUD KEDKAD

Dated: November \_\_, 2007

FORD & HARRISON LLP

By: 

Jeffrey D. Mokotoff  
Steven M. Kroll  
Attorneys for Defendant  
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By: \_\_\_\_\_

Brian S. Kreger  
Attorneys for Plaintiffs  
JASBIR GILL AND  
MAHMOUD KEDKAD

Dated: November 5, 2007

FORD &amp; HARRISON LLP

By: \_\_\_\_\_

*J. M. Kroll*  
Jeffrey D. Mokotoff  
Steven M. Kroll  
Attorneys for Defendant  
KNOWLEDGESTORM, INC.

**PROOF OF SERVICE**

I, Mary Garner, declare:

I am a citizen of the United States and employed in Los Angeles County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 350 South Grand Avenue, Suite 2300, Los Angeles, California 90071. On November 6, 2007, I served a copy of the within document(s):

**JOINT CASE MANAGEMENT STATEMENT**

- ☐ by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.
- ☒ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California addressed as set forth below.
- ☐ by placing the document(s) listed above in a sealed \_\_\_\_\_ envelope and affixing a pre-paid air bill, and causing the envelope to be delivered to a \_\_\_\_\_ agent for delivery.
- ☐ by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.


Brian S. Kreger, Esq.  
Lamberto & Kreger  
160 W. Santa Clara St., Suite 1050  
San Jose, CA 95113

Attorneys for Plaintiffs  
Tel: 408-999-0300  
Fax: 408-999-0301

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the United States of America that the above is true and correct.

Executed this 6th day of November, 2007, at Los Angeles, California.

  
\_\_\_\_\_  
Mary Garner